

## **Deed of Assignment**

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## **Deed of Assignment**

*Assignor:* BIOFUND TRUST (Trustee: Mr Stefan Hendriks) ("Biofund")

and

*Assignee:* ATHLOMICS PTY LTD (ACN: 117 985 994) ("Athlomics")

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## Deed of Assignment

**Date:** the 5<sup>th</sup> day of August 2006

**REDACTED**

### **Parties**

1. Biofund Trust of 520 Gold Creek Road, Brookfield, Q4069, Australia (*Assignor*)
2. Athlomics Pty Ltd (ACN: 117 985 994) of Level 9, Toowong Tower, 9 Sherwood Road, Toowong, Q 4066, Australia (*Assignee*)

### **Recitals**

- A. *Assignor* is the owner of the inventions described and/or claimed in the patent applications and associated technologies, trade secrets and intellectual property listed in the attached Schedule 1 (*the patent applications*)
- B. *Assignee* wishes to acquire *Assignor's* entire right, title and interest in and to the *patent applications* and the invention described and/or claimed therein

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**It is agreed as follows:-**

### **1. Grant**

- 1.1 For the sum of ( ) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the *Assignor* confirms that it has sold, assigned and transferred and by these presents does hereby sell, assign and transfer to the *Assignee*, its successors, assigns and legal representatives, the *Assignor's* entire right, title and interest in ***Australia and elsewhere*** in and to the invention described and/or claimed in the *patent applications*, in and to the *patent applications* and any and all divisionals, reissues, substitutions, continuations and extensions thereof and any and all application for the invention in ***Australia and elsewhere*** and any and all Letters Patent which may issue or be issued for the invention in ***Australia and elsewhere*** to the full end of the term for which each said Letters Patents may be granted.
- 1.2 *Assignor* confirms that the entire right, title and interest assigned and transferred to the *Assignee* by these presents includes all the rights, powers, liberties and immunities conferred on the owner by the grant of said Letters Patent free from all encumbrances and including the right to sue for damages and other remedies in respect of any infringement of the Letters Patent which may have accrued up to the date hereof.
- 1.3 *Assignor* authorizes and requests the Commissioner of Patents to issue Letters Patent on the *patent applications*, and all Letters Patents resulting from any applications derived therefrom, in ***Australia and elsewhere***, to the *Assignee*, its successors, assigns and legal representatives.

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### **2. Completion**

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- 2.1 *Assignor* further agrees to do all such lawful acts and things and to execute without further consideration such further lawful Assignments, Powers of Attorney, Applications, Declarations, Affidavits, and other instruments as may reasonably be required by the *Assignee* to effect said sale, transfer and assignment and to vest or perfect such rights, title and interest to the *Assignee*, its successors, assigns and legal representatives.

### **3. Acceptance**

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- 3.1 *Assignee* hereby accepts the foregoing assignment made by the *Assignor*.

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### **Schedule1:**

**1a. The Patent Applications:** see attached document entitled Patent Strategy (16 pages)

### **1b. Other Related Intellectual Property:**

1	<b>REDACTED</b>
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**Deed of Assignment**

Executed in BOZ IS BANE as a Deed.

SIGNED for and on behalf of ..... BIOFUND TRUST

by: [Signature]  
STEFAN HENRIKS  
Print Name

TRUSTEE  
Position Held

in the presence of: [Signature]  
Witness

ROSLYN A- BRANDON  
Name

Executed in \_\_\_\_\_, as a Deed.

SIGNED for and on behalf of

by: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position Held

in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name

**Deed of Assignment**

Executed in Brisbane, QLD.

as a Deed in the presence of:

M.  
Director/Secretary

Richard Brandon  
Print Name

M. Thomas  
Director

Mervyn Thomas  
Print Name

Witness:

Roslyn A. Brandon

ROSLYN A.  
BRANDON.

Executed in

as a Deed in the presence of:

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Director

\_\_\_\_\_  
Print Name